



State of Louisiana  
Bid Invitation  
Special Terms and Conditions Attachment A  
Solicitation Number: 3000005994

6/27/2016

**Bid Delivery Instructions for State Procurement:**

Bidders are hereby advised that the U.S. Postal Service does not make deliveries to our physical location:

Bids may be mailed through the U.S. Postal Service to our box at:

Office of State Procurement

P O Box 94095

Baton Rouge, LA 70804-9095

If delivering by U.S. Postal Service to the P.O. Box listed above, please allow sufficient time for the mail to then be transmitted to the Office of State Procurement. The Office of State Procurement must receive the bid by the bid opening date and time.

Bids may be delivered by hand or courier service to our physical location as follows:

Office of State Procurement

Claiborne Building, Suite 2-160

1201 North Third Street Baton

Rouge, LA 70802.

Bidder should be aware of security requirements for the Claiborne Building and allow time to be photographed and presented with a temporary identification badge.

Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The Office of State Procurement is not responsible for any delays caused by the bidder's chosen means of bid delivery. Bidder is solely responsible for the timely delivery of its bid. Failure to meet the bid opening date & time shall result in rejection of the bid.

Publicizing Awards: In accordance with L.A.C.34:I.535, unsuccessful bidders will be notified of the award provided that they submit with the bid a self-addressed stamped envelope requesting this information.

**\*\*ATTENTION: \*\***

Receipt of a solicitation or award cannot be relied upon as an assurance of receiving future solicitations. In order to receive notifications of future solicitations from this office, you must be enrolled in the proper category in LaGOV at the following website:

[https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg)

**Terms and Conditions:** This solicitation contains all terms and conditions with respect to the commodities herein. Any vendor contracts, forms, terms, or other materials submitted with bid may cause bid to be rejected.

**Vendor's Forms:** The purchase/release order is the only binding document to be issued against this contract. Signing of vendor's forms is not allowed.

**Acceptance:** Unless otherwise specified, bids on this contract will be assumed to be firm for acceptance for a minimum of 60 days. If accepted, prices must be firm for the specified contract period.

**Substitutes:** Only brands and numbers stated in the award are approved for delivery under this contract and any substitution must receive prior written approval of the Director of State Procurement or designee.

**Invoices:** Invoices will be submitted by the contractor to the using agency and the invoice shall refer to the delivery ticket number, delivery date, purchase/release order number, quantity, unit price, and delivery point. A separate invoice for each order delivered and accepted shall be submitted by the Contractor in duplicate directly to the accounting department of the using agency. Invoices shall show the amount of any cash discount and shall be submitted on the contractor's own invoice form.

**Payment:** Payment will be made on the basis of unit price as listed in this solicitation; such price and payment will constitute full compensation for furnishing and delivering the solicitation commodities. In no case will the state agency refuse to make partial payments to the awarded vendor although all items have not been delivered. This payment in no way relieves the contractor of his responsibility to effect shipment of the balance of the order. Payment will be to the vendor and address as shown on order.

**Award:** Award to be made on an all-or-none basis to the overall low bidder meeting the specifications. The State of Louisiana reserves the right to reject individual line items from the award and to waive any informalities.

**Deliveries:** Contractors will maintain an adequate supply of all items in order to meet specified delivery. Invoices should be mailed to the Purchasing Department of the agencies receiving the merchandise and should include the referenced purchase order number.

**The desired delivery is ten (10) days after receipt of order (ARO). If your delivery days ARO is other than ten (10) days ARO please specify:**

**Delivery days:** \_\_\_\_\_ **ARO.**

**Freight Charges:** Unit Price shall be inclusive of any freight charges. Bid shall be F.O.B. Destination agency-title passing upon receipt of goods. Failure to comply with this requirement may disqualify your bid.

**Vendor List:** The bidder who signs the bid will be designated as Prime Contractor of any contract resulting from this solicitation. If additional Distributor Vendors are authorized to receive orders for items contained in said contract, the bidder should submit with the bid a list of those additional Authorized Distributors including the complete business address. The Prime Contractor will be responsible for the actions of any Distributor Vendors listed.

**LA Preference:** In accordance with Louisiana revised statutes 39:1595, A preference may be allowed for products manufactured, produced, Grown, or assembled in Louisiana of equal quality.

Do you claim this preference? Yes \_\_\_\_\_ No \_\_\_\_\_

Specify line number(s): \_\_\_\_\_

Specify location within Louisiana where this product is manufactured, produced, grown or assembled: \_\_\_\_\_

(Note: if more space is required, include on separate sheet.)

Do you have a Louisiana business workforce? Yes \_\_\_\_\_ no \_\_\_\_\_

If so, do you certify that at least fifty percent (50%) of your Louisiana business workforce is comprised of Louisiana residents? yes \_\_\_\_\_ no \_\_\_\_\_

Failure to specify above information may cause elimination from preferences. Preferences shall not apply to service contracts.

**Contract revisions:** Requests for revisions to this contract must be addressed to the Director of State Procurement and shall refer to the contract item number with justification of the request. Distributor Vendor changes, price reductions and justifiable item deletions may be considered during the contract period. New item additions may be considered only when state Procurement has determined additions will be of substantial benefit to the state and will justify the time, effort and cost required to make such additions.

Contractor must immediately notify the Office of State Procurement when any dealer on this contract is terminated, relocated, or added. All orders placed with dealers prior to receipt of such notification by The Office of State Procurement must be honored. Revisions will become effective only upon approval by the Director of State Procurement or Designee. Bidder should include with bid a list of all persons, in addition to the signer of this bid, who are authorized to request revisions to this contract.

**Contractual Period:** The State of Louisiana intends to award all items for an initial period, not to exceed 12 months. Delays in awarding beyond the anticipated starting date, may result in a change in the contract period. If this situation occurs, an award may be made for less than 12 months. Contract is for a period of 12 months beginning with date of award.

**Quantities:** This is an open-ended requirements contract. Where usage is not available, a quantity of (1) one indicates a lack of history on this item. The successful bidder must supply at bid prices actual requirements as ordered whether the total of such requirements are more or less than the quantities shown. No quantities are guaranteed.

**PURCHASE NOTE:** Response to this section will not affect the bid award.

Political Subdivisions of the state, quasi state agencies, and external procurement units (described below), may be permitted to purchase from contracts made by the Office of State Procurement. The bidder may, at its option, permit political subdivisions of the state, quasi state agencies, and external procurement units to purchase from any contract awarded against this solicitation. Please check all that apply:

**Cooperative:**

\_\_\_\_\_ Bidder permits any contract awarded to apply to quasi state agencies or other political subdivisions of the state.

\_\_\_\_\_ Bidder permits any contract awarded to apply to agencies of the United States Government.

\_\_\_\_\_ Bidder permits any contract awarded to apply to other buying organizations (other than the United States Government), not located in this state which, if located in this state, would qualify as a public procurement unit.

**Administrative Fee or Rebate:** The State shall be due a minimum **1%** administrative fee or rebate to be payable to the State of Louisiana, Office of State Procurement in exchange for the management and facilitation of the contract(s) resulting from this solicitation. The calculation of the administrative fee or rebate includes any entity receiving contract pricing resulting from the awarded contracts. The administrative fee or rebate shall be submitted quarterly and shall be based on the total net (gross sales minus returns, credits and deductions) sales made to entities located in the State of Louisiana under the contract. The check is to be made payable to the State of Louisiana, Division of Administration, Office of State Procurement. The check is to be mailed to the Office of State Procurement, Attn: Caroline Eidson, either through the U.S. Postal Service to our box at: P. O. Box 94095, Baton Rouge, LA 70804-9095; or through a courier service to our physical location at: 1201 North 3<sup>rd</sup> Street, Suite 2-160, Baton Rouge, LA 70802. The calculation of the administrative fee or rebate shall begin immediately upon execution of the contract and payment shall be made in accordance with the following schedule:

**REBATE QUARTERLY REPORTING SCHEDULE**

Quarter	Payment Period	Quarterly Payment Due Date
First Quarter	July 1-September 30	October 31
Second Quarter	October 1-December 31	January 31
Third Quarter	January 1-March 31	April 30
Fourth Quarter	April 1-June 30	July 31

IF VENDOR/CONTRACTOR IS OFFERING A GREATER ADMINISTRATIVE FEE OR REBATE THAN SPECIFIED ABOVE, PLEASE INDICATE THE PERCENTAGE HERE: \_\_\_\_\_%

**Cancellation:** The State of Louisiana reserves the right to cancel this contract with thirty (30) days written notice.

**Non-Exclusivity Clause:** This agreement is non-exclusive and shall not in any way preclude state agencies from entering into similar agreements and/or arrangements with other vendors or from acquiring similar, equal, or like goods and/or services from other entities or sources.

**Procurement of United States Products:**

In accordance with the provisions of R.S. 39:1595.7, in the event a contract is not entered into for products purchased under the Provisions of R.S. 39:1595, each procurement officer, Purchasing Agent, or similar official who procures or purchases materials, supplies, products, provisions, or equipment under the provisions of this chapter may purchase such materials, supplies, products, provisions, or equipment which are manufactured in the United States, and which are equal in quality to other materials, supplies, products, provisions, or equipment, provided that all of the following conditions are met:

- (1) The cost of such items does not exceed the cost of other items which are manufactured outside the United States by more than five percent.
- (2) The vendor of such items agrees to sell the items at the same price as the lowest bid offered on such items
- (3) In cases where more than one bidder offers items manufactured in the United States which are within five percent of the lowest bid, the bidder offering the lowest bid on such items is entitled to accept the price of the lowest bid made on such items.
- (4) The vendor certifies that such items are manufactured in the United States.

For the purposes of this preference,

- (1) "Manufactured in the United States" means produced by a process in which the manufacturing, final assembly, processing, packaging, testing, and any other process that adds value, quality, or reliability to assembled articles, materials, or supplies, occur in the United States.
- (2) "United States" means the United States and any place subject to the jurisdiction of the United States.

Do you claim this preference? \_\_\_\_\_yes

Specify line number(s): \_\_\_\_\_

Specify location within the United States where this product is manufactured:

(Note: if more space is required, include on separate sheet)

**The above quantities** are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by the State of Louisiana to increase or decrease the amount, at the unit price stated in the bid.

**Price:** It shall be distinctly agreed and understood that the price quoted must be a firm price, and not be subject to change at time of shipment.

**Contract Usage Reports:** The Contractor shall submit detailed sales data reports quarterly to the Office of State Procurement Contracts Manager for the contract in accordance with the below schedule. Initiation and submission of the quarterly reports to the Office of State Procurement is the responsibility of the Contractor without prompting or notification by the Office of State Procurement Contracts Manager. If these reports are not submitted in a timely manner, the Office of State Procurement shall have the right to terminate the contract.

The usage report is to include the person's name who compiled the report and their contact information; a summary by the line item with quantity purchased; total value of each line item; summary of the total dollar volume of the entire contract; and be itemized by the purchase order number. The State reserves the right to request copies of any purchase orders.

The usage reports should be submitted in Excel format or an equivalent format approved by the Office of State Procurement.

Schedule for submittal of usage reports:

**REBATE QUARTERLY REPORTING SCHEDULE**

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**In an effort to increase efficiencies and effectiveness** as well as be strategic in utilizing technology and resources for the State and vendors, the State intends to make all payments to vendors electronically. The LaCarte procurement card will be used for purchases of \$5,000 and under, and where feasible, over \$5,000. Vendors will have a choice of receiving electronic payment for all other payments by selecting the electronic vendor payment solution (EVP) or electronic funds transfer (EFT). If you receive an award and do not currently accept the LaCarte card or EVP or have not already enrolled in EFT, you will be asked to comply with this request by choosing one the following three options. You may indicate your acceptance below.

### **LaCarte**

The LaCarte procurement card uses a visa card platform. Vendors receive payment from state agencies using the card in the same manner as other visa card purchases. Vendors cannot process payment transactions through the credit card clearinghouse until the purchased products have been shipped or received or the services performed.

For all statewide and agency term contracts: Under the LaCarte program, purchase orders are not necessary. Orders must be placed against the net discounted products of the contract. All contract terms and conditions apply to purchases made with LaCarte.

If a purchase order is not used, the vendor must keep on file a record of all LaCarte purchases issued against this contract during the contract period. The file must contain the particular item number, quantity, line

total and order total. Records of these purchases must be provided to the Office of State Procurement on request.

### **EVP**

EVP method converts check payments to a visa credit card thereby streamlining payments to your organization. Participants receive a credit card account number with unique security features. This card will have \$0 available funds until an invoice is approved for payment. As payments are approved, electronic remittance notifications are sent via email along with approval to charge the card for that amount. EVP requires no change to current invoice procedures; it is secure, and does not require your bank information.

### **EFT**

EFT payments are sent from the state's bank directly to the payee's bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept automated clearing house (ach) credit files and remittance information electronically. Additional information is available at <http://www.doa.louisiana.gov/osrap/eftforwebsite.pdf>. To facilitate this payment process, you will need to complete and return both EFT enrollment forms found at <http://www.doa.louisiana.gov/erp/pdfs/lagov%20ap-03%20-%20eft%20vendor%20enrollment%20form.pdf> and <http://www.doa.louisiana.gov/osrap/eftforwebsite.pdf>.

Payment type	Will Accept	Already Enrolled
LaCarte	_____	_____
EVP	_____	_____
EFT	_____	_____

\_\_\_\_\_  
Printed Name of Individual Authorized

\_\_\_\_\_  
Authorized Signature for Payment Type Chosen

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email Address and phone number of authorized individual

**Scope of Contract:** Submittal of any terms and conditions contrary to those of the State of Louisiana may cause your bid to be rejected. By signing below, terms and conditions which may be included in your bid are nullified and contractor agrees that this contract shall be construed in accordance with and governed by the laws of the State of Louisiana.

\_\_\_\_\_  
Bidder's Signature

**Prices** are to be bid in the unit of measure requested (per roll, per reel, per carton, per gallon etc.).

**Submission of sufficient information:** Every item bid should have sufficient information enclosed with the bid, in order to determine quality, suitability, and compliance with the specifications. The above requirements include items in which the bidder states he proposes to furnish exactly what is called for in the specifications.

All bidders should indicate the manufacturer and model number for each line number and specify the case count and sizes on each item bid.

If the case count and sizes quoted are the same as the description on this solicitation, confirm this information for each item by filling in the blanks in the description column. Failure to comply with this request may eliminate your bid from consideration.

**Packaging and Labeling:** Vendors are encouraged to consider delivery methods that utilize recyclable or reusable packaging material and containers, or those with recycled content.

**If bidding other than specified,** sufficient information should be enclosed with the bid in order to determine quality, suitability, and compliance with the specifications. Failure to comply with this request may eliminate your bid from consideration.

**Literature:** Literature and/or specifications must be submitted upon request. If requested, literature and/or specifications must be submitted within two (2) days.

### **VENDOR NOTICE:**

#### *Independent Testing Agency Certification:*

All bidders shall submit with their bid documentation that the manufacturer's testing lab is NVLAP (National Voluntary Laboratory Accreditation Program) accredited by the NIST (National Institute of Standards and Technology) or provide test data on each product being bid from third or provide test data on each product Agency similar to ITL, ETL, Etc. on initial lumen output and rated hours of life.

All lamps being bid shall meet or exceed specifications.

All lamps being bid shall meet or exceed the averaged rated life (hours) in the specifications.

All lamps being bid shall meet or exceed the approximate initial lumens listed in the specifications.

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**Referenced part numbers reflect Sylvania brand, however, it is not the intent of the State to preclude any bidders from offering other brands that meet the performance standards illustrated by the listed Sylvania products.**

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